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U.S. BANKRUPTCY COURT, SDNY

Gale Gibbs
1200 Whitley Road
Keller [76248-9998] Texas USA
Telephony: 817-455-2322
Email: galelynngibbs@yahoo.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: _____) Case Number 12-12020 (MG)
Residential Capital, LLC, et al., _____) Chapter 11
Debtors. _____) Jointly Administered

Gale Gibbs

Objection to the Res Cap Objection to paying the Gale Gibbs Claim 4701 Unimpaired as originally agreed in October 2013.

Additional Voluntary Discovery

To the Honorable Judge of the court and to the United States Trustee:

Comes now, Gale Gibbs, hereinafter "I," "me," or "my," and shows the court the following **Additional Voluntary Discovery evidence** supporting her objection to the Residential Capital, LLC, et al objection of paying the Gale Gibbs Claim 4701 Unimpaired as originally agreed by telephony in August 2013 and by paper document in October 2013 which I received from Silverman Acompora.

1. The attorneys for RESCAP, Morrison-Foerster, received from me the attached letter about which I just remembered, Exhibit A pages 1 through 7, dated

July 22, 2013, which letter was in support of my claim and in reply to their request for additional supporting information for my claim, and which letter I believe was the cause of the telephony contact that was made with me from/by Morrison-Foerster attorneys during the last week of August 2013.

2. During said August 2013 telephony contact it was agreed by me and Morrison Foerster attorneys that I would forego my request for a forensic audit of the entire transaction in exchange for the use of my credits held in the secret escrow account to be used to pay off the loan; and further, I would forego all OID profits and derivative profits if I would be returned the downpayment, the principle, and the interest that I paid for a house that was already paid for when I created the credits and made the unsecured loan to Homecomings. I also agreed that the note could remain in whatever securitized trust in which it is currently located for supporting the derivatives so long as RESCAP promised to defend me against any holder who attempts to collect in the future; or RESCAP could return the note to me marked "PAID" if they desired.

3. Attorneys for Morrison Foerster agreed.

4. On September 02, 2013 the secret escrow account credits were moved into the account 7429730542 and the loan was paid off, service was released, and the

account was closed. Exhibit B pages 1 and 2. In October 2013 I received from Silverman-Acompora the claim approval that my claim would be paid unimpaired. The rest of the story is in my previous filing from last week dated April 24 and sent by overnight mail and according to the USPS, arrived at about noon Monday April 27. The registered mail filing took an unbelievable 6 days to get to the court.

Prayer for Relief

All of the foregoing and the exhibits are incorporated into this Prayer:

5. Please enforce the unimpaired perfected agreement.

Sincerely,
Gale Gibbs
Gale Gibbs

2015 May 03

Certificate of Service

I served a copy of the foregoing on May 05, 2015 by first class mail upon Morrison and Foerster, the United States Trustee, and the RESCAP Borrower Claims Trust at their respective addresses for mail.

Gale Gibbs
Gale Gibbs

Gale Gibbs, Executor
Estate of GALE GIBBS
C/o Post Office Box 6741
Arlington, Texas 76005-6741

Residential Capital, LLC
C/o Morrison Foerster
Post Office Box 385220
Bloomington, Minnesota 55438

Certified RRR: 7012 2920 0001 9336 8065

Re.: Basis of Claim 4701 request letter dated June 21, 2013 Case Number 12-12032
Address is 216 Overhill Drive, Arlington, Texas 76010 loan # 7429730542

Dear Morrison-Foerster:

The basis of Claim 4701 is a simple one. Every loan contract since about 1986 is a fraud in the factum deceptive trade practice.

1. The promissory note, hereinafter "pm," and the mortgage contract, also called a deed of trust in some venues, hereinafter "mc," examined together defines fraud in the factum since about 1986 because of the techniques of separating the pm from the mc, the securitization of either or both of the documents, and the selling of derivatives predicated upon either or both of the documents.

2. The mc is written as if it is a hard money loan, when in actuality the mortgage company, in this case of 12-12032/4701/7429730542, which was Homecomings, did not have any hard money available for lending. Homecomings had a line of credits for which they were approved for the licensed right of creating new debt for the purpose of creating new credit money so that residents will agree to pay interest on a loan that does not have any hard money behind the loan. The credits were simply

Gale Gibbs to Morrison-Foerster providing additional information in support of claim

created because the buyer, me, signed a pm, and signed a mc, and agreed to pay a monthly principal plus interest.

3. The actual "money" was not actually created until the buyer, in this case, me, Gale Gibbs, Executor for the estate of GALE GIBBS, signed the pm. In actuality the pm is then deposited into the transaction account of Homecomings as an asset and then flipped over into a asset that Homecomings then loaned to me for the purchase of the house. These deceptive trade practices will be exposed when the bankruptcy trustee demands for me a forensic audit of every step of the transaction. I have seen audits that were conducted under discovery in foreclosure court case trials and these audits all indicate that the pm was deposited as money into the lenders account and then flipped over to the asset for loans, and then the loan was made with the credit that was created for the lender by the buyer.

4. Also, it is a well accepted fact in commerce that the maker, me, always owns the pm. It was my pm money that created the credits with which Homecomings made the loan.

5. An examination of the mc will usually reveal that somewhere within that document the buyer was "fully seized" in the property so that the buyer would have the right of transferring the absolute title to the trustee so that the trustee could hold title for the collecting company whomever that may be, so that in the possibility of a foreclosure the trustee can move on the non-judicial eviction. This is another deceptive trade practice. The buyer, me, walks out of the title company owning nothing, used like a fool

for creating millions of dollars of credits and future derivative profits, and has only the obligation for paying 360 payments of a loan that I was required for creating the credits that funded the entire transaction.

6. What the above description of the transaction net out to is that I already own the house, I gave away the house, and I agree to make monthly payments and paying again almost triple for the house with real labor derived dollars, which is hard money. All undisclosed. All fraud in the factum.

7. The foregoing is really a very serious RICO organized crime deceptive trade practice. However, what makes the deceptive trade practice even more serious is that the pm was separated from the mc and the pm was probably placed into a securitized trust managed by MERS. Now that is not such a big deal except for the fact that the local government corporation asserts an ownership as a sovereign land owner and asserts claim to all title to all land within the county and charges the ignorant residents a rent in the form of taxes. The sovereign county government has corporate statute that requires that every time ownership or rights of collection change on their property in possession of the debtor resident, the county is supposed to be informed about the changes, which probably was not done.

8. Every time MERS sells derivatives predicated on my pm held with all of the other pm in the trust, notice should have been given to me and the county. Remember, it is my pm. I created the pm that created the credits that were then loaned back to me. I remain in ownership of the pm.

9. I deserve at least 90 per cent of the profit gain from the sale of all of the derivatives for which my pm is a part of the trust that was securitized and sold. I want the bankruptcy trustee to order a forensic audit of the investments that were made with my pm and I want my 90 per cent part of the profit gain. Or I want all of my money back along with all of the interest and downpayment and insurance and taxes and 20,000 USD for maintenance of the property. I am not just going to allow GMAC to keep all of the profit from my pm and allow them to just wipe out all of the fictitious debt which is actually my hard asset pm.

10. Now, there is another deceptive trade practice that is conducted with the mc. The mc is usually sold to investors using the future "long end" profits derived from me from paying interest and principal on a bank credit entry that had no basis in reality except that my pm created the credits that Homecomings loaned to me.. The mc and the profits from the investments of the mc are my money as well.

11. The mc could not have been created without me creating the pm and then donating my house to the trustee and agreeing to pay monthly payments for 30 years. I want the bankruptcy trustee to order a forensic audit of all of the transactions that have taken place concerning the mc and the sale of derivatives from the mc and the rights of collections of the mc, and I want 90 per cent of all of the profits from the sale of derivatives or rights of collections of the mc. The mc belongs to me just exactly like the pm belongs to me.

12. I am not going to allow GMAC or any other financial intuition to create fictitious money in their bank while using my signature on a pm, then loan the fictitious credits money to me as if the credits are hard money belonging to Homecomings, and then invest my pm for profit, and invest my mc for profit, and earn extreme amounts of profit on my pm and mc and then not pay me, and then continue to expect me to honor my mc agreement, and then GMAC wants to vaporize all of what it owes to me in a bankruptcy. I cannot allow GMAC to escape its obligations to me.

13. Also, I want the bankruptcy trustee to order all of the documents that Homecomings and GMAC and MERS and whoever else is involved with my pm and mc has filed with the IRS and explain to me why I did not receive all of the 1099 A's and all of the 1099 B's, and all of the 1099 OID's that I was supposed to receive as the actual owner of the pm and the mc.

14. Also, I happen to have a banker friend who told me that when I created the pm for Homecomings there was a secret escrow account that was required to be set up that is equal to the amount of the pm that I signed, just in case I was to wise up and realize that I created the credits that were used to loan to me as the buyer, and that this secret escrow account is held for about 3 years in hiding from the bank auditors and then one day when I do not claim the secret escrow account Homecomings or GMAC will put in a 1099 A for abandoned money they just happened to find in their bank and do not know who it belongs to and then keep the money. I want the proceeds from the secret escrow account set up for my pm.

15. As I estimate the total that is due to me, I am about 50 per cent too low on my original estimate I placed on the original claim 4701. I was only looking at the original fraud in the factum plus all that was deceived out of me. But as I gave this memorandum in support of my claim considerable thought, I realized that I was so thoroughly beguiled with all of the undisclosed machinations of the financial derivative process, that I am indeed due a sizable profit for the use of my pm and mc and I am not willing to allow GMAC to simply escape paying to me what they owe to me by a simple bankruptcy.

16. All of the evidence I need will be obtained from the forensic audits of all of the accounts at Homecomings, GMAC, MERS, and the accounts of these entities maintained by that grand CPA and collections service, the Internal Revenue Service.

17. After all of these audits and records are obtained I will call Tom Schauf and Walker Todd to give expert testimony about how the above forensic audits and IRS records reveal that the financial intuitions have stolen from me and do not want to pay to me what is due to me, and want to escape their responsibilities to me by a simply bankruptcy.

18. Now that I have remembered what the banker told me about the secret escrow account and the 1099 A that I was supposed to get when Homecomings or GMAC captured the "abandoned" credits, I think my estimate of what is due to me is low by another 50K plus interest and derivatives profits and other profits from the unauthorized use of my pm and future mc money. If it is not too late to increase my

estimate of what is due to me I want to claim 166,000 USD. I feel certain the audits and IRS records will indicate that my claim is still too low.

19. Please get this letter to the bankruptcy trustee, or tell me who is the bankruptcy trustee and I will get a copy of this letter to him, and make certain that he orders all of the forensic audits as required for providing to me the evidence to which I am entitled, and order up all of the records from the IRS, and then advise me when there is a hearing for my claim and I will have the court send out subpoenas for Tom Schauf and Walker Todd. A phone conference with Schauf and Todd will be all that is necessary for proving that I am correct about all that I have asserted. All we actually need are the audits for determining how much is due to me.

20. Under penalty of perjury under the law of the united states of America expressed at Title 28 USC § 1746(1) I certify that all of the foregoing is true to the best of my comprehension of the Law, statute, rules, and public policy, from which I have formed my firmly held beliefs that Homecomings and GMAC and MERS owe to me the claim that I made.

Gale Gibbs, Executor and creditor
Estate of GALE GIBBS

2013 July 22



Ocwen Loan Servicing®

Mortgage Customers

O C W E N

15 Serentis, Inc.

Pg. 11 of 12

Ocwen is upgrading its systems to better serve your loan. As part of this upgrade, you may now register a new username and password at www.ocwencustomers.com for your active and future account management needs. This includes management of your online payment needs as well as payoff requests and other web functionality to which you are accustomed. Please note that some options may have changed. You may continue to log in at <http://ocwen.mortgagebanksite.com> for access to historical account information.

[Go to ocwencustomers.com](http://www.ocwencustomers.com)

***Borrowers with more than one account:** We may not have moved all of your loans to the new system, so you may not be able to access all of your accounts at www.ocwencustomers.com. We are working quickly to move all accounts. Until that time, you will continue to have access to manage the accounts that have not moved at <http://ocwen.mortgagebanksite.com>.

If you have questions, you may call our Customer Care Center at (800) 74-OCWEN / (800-746-2936).

Closed

216 OVERHILL DRIVE

ARLINGTON, TX 76010

30 year FIXED Loan

I want to...

Select One ...

Account Number:

7429730542

Account History

Original Loan Date:

08/17/2006

Original Loan Amount:

\$50,000

Balance as of 09/23/2013:

\$0.00

To search your account history, please specify the date range.

03/23/2013 through 09/23/2013.

From mm/dd/yyyy

To mm/dd/yyyy

[Print](#)

[Save a copy as](#)

[Microsoft Excel](#)

[Comma-separated values](#)

[Adobe PDF](#)

EXHIBIT B page 1

how to save and/or print your account history

Date	Description	Monthly Payment	Applied to Principal	Applied to Interest	Applied to Escrow	Late Charges	Other
09/02/2013	Service Released	\$0.00	\$44,775.24	\$0.00	\$0.00	\$0.00	\$0.00
08/16/2013	Payment	\$633.05	\$68.24	\$294.29	\$270.52	\$0.00	\$0.00
07/15/2013	Payment	\$633.05	\$67.80	\$294.73	\$270.52	\$0.00	\$0.00
06/17/2013	Escrow Disbursement	(\$3.83)	\$0.00	\$0.00	(\$3.83)	\$0.00	\$0.00
06/17/2013	Escrow Disbursement	\$3.83	\$0.00	\$0.00	\$3.83	\$0.00	\$0.00
06/12/2013	Payment	\$633.05	\$67.36	\$295.17	\$270.52	\$0.00	\$0.00
05/14/2013	Payment	\$633.05	\$66.92	\$295.61	\$270.52	\$0.00	\$0.00
04/15/2013	Additional Principal	\$51.95	\$51.95	\$0.00	\$0.00	\$0.00	\$0.00

1, 2 next »

TX Residents - View Associated Fees

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Find out if you qualify for a loan modification program or check the status of your request.

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NMLS #1852 - NMLS Consumer Access Page

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FB p2